

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

BROKER ONLINE EXCHANGE, LLC.	§	
<i>Plaintiff</i>	§	
v.	§	CIVIL ACTION NO. 4:22-cv-02674

KONECT MANAGEMENT, LLC, d/b/a	§
KONECT ENERGY; MICHAEL RIZK f/k/a	§
MICHAEL GERGUIS, and also using the	§
aliases and business names, CHRISTOPHER	§
HILL, CHUCK DEAN, SAM OLSEN, ALEX	§
MILLER, ADAM REED, MICHAEL	§
WALSH, JUSTIN WILLIAMS, RUDY	§
KELLER, JOEY PANZINI, BETTER	§
CLEAN ENERGY MANAGEMENT, BLUE	§
CHIP ENERGY, ENERGY RENEWALS,	§
ENERGY EXTENSIONS, CONTRACT	§
RENEWALS, APPROVE ENERGY, THE	§
ENERGY BROKERAGE, ENERGY ONE	§
SOLUTIONS, GET ENERGY SOLUTIONS,	§
TX RENEWALS, THE ENERGY SUPPLY,	§
POWER GRID, POWER RENEWALS,	§
ELECTRICITY RENEWAL AGREEMENT,	§
and ELECTRICITY RENEWAL;	§
ENERGY BROKER ONLINE LLC; RENE	§
ROLAND; NIKLAUS SCHWENKER	§
<i>Defendants.</i>	§

PLAINTIFF BROKER ONLINE EXCHANGE, LLC'S FIRST AMENDED COMPLAINT

Plaintiff Broker Online Exchange, LLC (“BOX” or the “Plaintiff”) files this First Amended Complaint against Konect Management, LLC d/b/a Konect Energy (“Konect”) and Michael Rizk f/k/a Michael Gerguis, who uses the aliases or false identities Christopher Hill, Chuck Dean, Sam Olsen, Alex Miller, Adam Reed, Michael Walsh, Justin Williams, Rudy Keller, and Joey Panzini and operates under the following additional business names, Better Clean Energy Management, Blue Chip Energy, Energy Renewals, Energy Extensions, Contracts Renewals, Approve Energy, The Energy Brokerage, Energy One Solutions, Get Energy

Solutions, TX Renewals, The Energy Supply, Power Grid, Power Renewals, Electricity Renewal Agreement, and Electricity Renewal (collectively referred to as “Rizk”), Energy Broker Online LLC, Rene Roland, and Niklaus Schwenker (collectively, “Defendants”) for damages and injunctive relief because of Defendants’ misappropriation of confidential proprietary information and trade secrets belonging to BOX and because of Defendants’ transmission of fraudulent electronic emails, and because of Defendants’ tortious interference with BOX’s existing contracts and prospective business relations.

SUMMARY

BOX brings this suit to stop Defendants from utilizing its trade secrets which they misappropriated from BOX. Konect, Rene Roland, and Rizk operate a sham business. Rizk, a convicted felon, utilizes phishing emails, fake identities, and unregistered trade names to confuse and trick consumers (BOX clients) to move their energy contracts to Defendants. After initiation of this lawsuit, Konect, Rene Roland, and Rizk decided to continue their deceptive business practices under a new entity named, Energy Broker Online LLC, with the help of its president Niklaus Schwenker. Defendants created and are using the name “Energy Broker Online LLC” to intentionally confuse and deceive Plaintiff Broker Online Exchange LLC’s customers and suppliers. BOX seeks an injunction precluding Defendants from further illegal acts and for damages caused by Defendants’ illegal conduct.

PARTIES AND SERVICE

1. Plaintiff Broker Online Exchange, LLC is a Delaware limited liability company.
2. Defendant Konect Management, LLC d/b/a Konect Energy is a Wyoming limited liability company conducting business in Texas. Konect appeared in this lawsuit.

3. Defendant Michael Rizk f/k/a Michael Gerguis is an individual. Rizk appeared in this lawsuit.

4. Defendant Energy Broker Online LLC formerly known as Your Wyoming Office LLC is a Wyoming Limited Liability Company conducting business in Texas and may be served with process by serving its registered agent, C T Corporation System, 1999 Bryan St., Suite 900, Dallas, TX 75201 or wherever it may be found.

5. Defendant Niklaus Schwenker who may be served at his current residence, 3021 Beechtree Camp Drive, Raleigh, NC 27613, or wherever he may be found.

6. Defendant Rene Roland is an individual who may be served at 1178 Broadway Suite 1350, New York, NY 10001, or wherever he may be found.

JURISDICTION AND VENUE

7. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 because the matter in controversy arises under the federal Defend Trade Secrets Act, 18 U.S.C. §1831 et seq.

8. This Court has supplemental jurisdiction over BOX's state law claims pursuant to 28 U.S.C. § 1367 as BOX's state law claims are so closely related to its federal law claims that they form part of the same case or controversy under Article III of the United States Constitution.

9. This Court has personal jurisdiction over Konect, Rizk, Energy Broker Online LLC, Niklaus Schwenker, and Rene Roland because each conducts business in Harris County, Texas and the torts alleged herein took place in part in Harris County, Texas.

10. Venue is proper in the United States District Court for the Southern District of Texas pursuant to 28 U.S.C. § 1391 because the torts alleged to have occurred that give rise to the claims in this action occurred in this judicial district.

BACKGROUND FACTS

The Parties' Relationship

11. BOX was founded in 2013 and now has an extensive client base in almost every state with a deregulated energy market. BOX provides an online tool for energy brokers to obtain and provide independent price comparisons from a variety of suppliers. BOX assists its clients (energy brokers) in procuring gas and electricity contracts with retail electric providers ("REPs") for their clients.

12. BOX's clients register information with BOX related to their respective customers, including but not limited to, customers' contact information, customers' current and previous electricity suppliers, and details and terms of customers' current and previous electricity contracts. The stored information is not readily available to the public and belongs to both BOX and its clients. This stored information derives independent economic value because it is not readily available to the public.

13. It is imperative that BOX ensures that every broker-client registering its customers with BOX is assured that information about its customers remains confidential to BOX and the broker. BOX spends significant time and money to ensure the confidentiality of the stored information.

14. Konect is an energy broker. Rizk is the current President of Konect. Investigation into Rizk reveals he was most likely born Michael Gerguis on February 5, 1982. Rizk pled guilty

in 2002 to insurance fraud committed in Florida. After initiation of this lawsuit, Plaintiff found out that Defendant Rene Roland is also acting as the president of Konect.

15. In January of 2017, Rizk introduced himself to BOX as the president of CES Solutions based in Montreal, Canada. Rizk claimed to have a book of US customers that he needed to place under electricity contracts with BOX. Rizk electronically executed BOX's standard form for broker terms and services via an online enrollment portal. Rizk used the email address: michael.rizk@cessolutions.ca. Rizk never closed any deals as CES Solutions, and, shortly after, his email address and phone number were no longer in service.

16. In May of 2020, Rizk sent BOX an email requesting to register with BOX under a different name, BCE Management, and new email address, michael.rizk@bcemanagement.com. BOX questioned Rizk about his previous registration under CES Solutions. Rizk claimed to have forgotten the prior relationship. Shortly after, Rizk requested that BOX change his email address information to michael.rizk@konectmanagement.com.

17. After initiation of this lawsuit, Plaintiff found out that Defendant Rene Roland is also acting as the president of Konect.

18. Defendant Energy Broker Online LLC is a company owned by Defendant Niklaus Schwenker. Energy Broker Online LLC was originally named "Your Wyoming Office LLC", formed on November 6, 2017. On October 13, 2022, only two months after initiation of this lawsuit, the company submitted its request for changing its name to Energy Broker Online LLC, which was approved by the Wyoming Secretary of State on November 4, 2022. Later, on January 2, 2023, Energy Broker Online LLC filed its application for registration as a foreign limited liability company with the Texas Secretary of State. It appears that Energy Broker Online LLC is simply a continuation of Konect and Rizk's business.

Defendants' Phishing Emails

19. Beginning at least as early as March of 2022, Rizk/Konect began sending phishing emails to business owners who are not Konect's customer but instead customers of other brokers with accounts registered with BOX. Rizk/Konect's emails have similar traits. To avoid detection, Defendants created fake identities and fake business names. The contents of the emails are similar. In each email, Defendants represent that the potential customer is under a contract coming up for renewal, oftentimes deceiving the potential customers as they appeared to be the entity which originally brokered the original contract and had come back to book the potential renewal of that contract. This is sometimes true and other times false, depending on whether a renewal contract had already been facilitated by BOX and/or its partners. Second, many of the emails were sent via DocuSign for the consumer to execute a contract with Defendants by providing an electronic signature, not knowing the true identity of the broker. The contracts sent via DocuSign contained BOX's broker-customers' names, phone numbers, email addresses, physical addresses, account numbers, and the effective dates of these contracts would be the day after the expiration of BOX's broker-customers' current electricity contracts.

20. Defendants could not have the information to send these phishing emails but for an illegal breach of BOX's security and misappropriating BOX's trade secrets.

21. As of the date of the filing of this Amended Complaint, at least fifty BOX broker-customers have notified BOX that they received phishing emails. Collectively, BOX broker-customers have received over a hundred phishing emails. The latest phishing email was sent to a BOX broker-customer on April 14, 2023, and there is no sign that the phishing emails will stop.

Most of the emails were sent via DocuSign with Defendants representing themselves as the broker of those accounts or as the representative of the REPs.

22. One of BOX's energy suppliers has also notified BOX that it received forty renewal contracts from Konect enrolled through Konect's agents, "Chuck Dean" and "Sam Olsen". Research demonstrates these are fake identities utilized by Defendants to commit its fraud. Each of the fifty customers were previously clients of a different BOX broker, not Konect. In fact, one of BOX's broker-customers believed that Sam Olsen (the fake person) worked with his actual broker and not Konect.

23. Based on information and belief, Rizk/Konect appears to be the source of each of these phishing emails. Through extensive investigation, Plaintiff and its counsel have determined that Defendants use the following aliases and fake business names. Based on Plaintiff's information, these names have not been registered as DBAs.

Name	Company	Email Addresses
Christopher Hill	Better Clean Energy Management	christopher.hill@bcemanagement.com
Chuck Dean	Blue Chip Energy	chuck.dean@bluechip-energy.com
No name	Energy Renewals	energyrenewals@icloud.com
No name	Energy Extensions	energyextensions@gmail.com
Michael Walsh	Contracts Renewal	contractsrenewal@yahoo.com
Alex Miller	The Energy Brokerage	alex@theenergybrokerage.com
Sam Olsen	Approve Energy	sam@approved-energy.com
Adam Reed	Energy One Solutions	adam.reed@energyonesolutions.com
Justin Williams	Get Energy Solutions	justin@getenergysolutions.com ; gesofficemanagement@gmail.com
No name	TX Renewals	texaselectricrenewals@outlook.com
Rudy Keller	The Energy Supply	rudy@theenergysupply.com
Joey Panzini	Power Grid	joey@powergridx.com
No name	Power Renewals	powerrenewals@gmail.com
No name	Electricity Renewal Agreement	Supplier.contracting@gmail.com
No name	Electricity Renewal	electricnowrenewal@gmail.com

No name	Power Contracts	powercontracts@myyahoo.com
	Electricity Retention	Electricity.retention@gmail.com
Jake Masson	Power GridX	jake@powergridx.com
Brandon Diaz	Power GridX	brandon@gmail.com
	New Energy Solutions	customerservice@newenergysolutions.biz
Jason Levi	My Power Now Inc.	jason@mypowernow.com

Further detail of Defendants misconduct follows:

Connection Between Konect and the Aliases and Fake Businesses

24. Plaintiff's investigation reveals Konect attempted to log into BOX's My Service Cloud ("MSC")¹ from the IP address 76.68.224.203. DocuSign retains transaction data, or "metadata about activities, events, and actions that occur in the normal course of users starting, progressing, and completing their digital transaction on the DocuSign eSignature service." (<https://www.docusign.com/trust/security/transaction-data-use>.) Included in the metadata DocuSign retains is the IP address of the user. *Id.* The envelope histories of the DocuSign contracts sent by Energy Extensions, Electricity Renewal, Power Renewals, and Joey Panzini (Power Grid) in the phishing attempts show that those four fake aliases/business names accessed DocuSign from the same IP address, 76.68.224.203:

7/13/2022 Energy Extensions 9:54:01 (English (US)) AM [Web76.68.224.203]	Resent	10/11/2022 Electricity Renewal 1:37:32 PM (English (US)) [API76.68.224.203]	Sent Invitations
10/11/2022 Power Renewals 8:07:13 (English (US)) AM [API76.68.224.203]	Printable Copy Delivered	9/23/2022 Joey Panzini (English 11:13:42 (US)) AM [API76.68.224.203]	Sent Invitations

25. An IP address is "a unique identification number that is attributed to a device that is connected to a computer network, using the internet." (https://www.law.cornell.edu/wex/ip_address). An IP address is comparable to a Social Security

¹ MSC is an online, cloud-based software developed by BOX to help its brokers manage their businesses.

Number because “each one is completely unique to the computer or user it is assigned to.” (<https://www.investopedia.com/terms/i/ip-address.asp>). Thus, if a certain IP address is associated with a log in attempt into a website or online-based software and that same IP address is associated with the access and usage of another website, it is highly likely that the same person, or, at the very least, the same device, was behind both activities.

26. As stated earlier, the same IP address, 76.68.224.203, was associated with a log in attempt from Konect and with the usage of DocuSign from Energy Extensions, Electricity Renewals, Power Renewals, and Joey Panzini (Power Grid). Thus, it is highly likely that Konect is behind these fake businesses and the alias Joey Panzini that are sending phishing emails through DocuSign.

27. Energy Extensions also used DocuSign from the following IP addresses: 13.110.78.8 and 184.145.150.207:

7/12/2022 Energy Extensions 9:26:36 (English) Registered PM [API13.110.78.8]	7/15/2022 Energy Extensions 2:17:30 (English (US)) Resent PM [Web184.145.150.207]
--	---

28. The IP addresses 13.110.78.8 and 184.145.150.207 are associated with the usage of DocuSign by Energy Renewals:

July 25, 2022 Energy Renewals (English) Registered 02:20 [API13.110.78.8]	July 26, 2022 Energy Renewals (English (US)) Resent 19:53 [Web184.145.150.207]
---	--

29. The IP address 13.110.78.8 is associated with the usage of DocuSign by Contract Renewals:

August 4, 2022 Contracts Renewal (English) 12:45 [API13.110.78.8] Registered

30. The common IP addresses between Energy Extensions, Energy Renewals, and Contract Renewals establish that either the same person or the same device was behind the

phishing emails sent through DocuSign. As stated earlier, it is highly likely that Konect is behind the phishing emails from Energy Extensions. Based on the common IP addresses shared between the three, it is also highly likely that Konect is also behind the phishing emails from Energy Renewals and Contract Renewals.

31. Power Renewals also used DocuSign from the following IP addresses:
35.161.141.162 and 44.234.249.148:

October 15, 2022 09:38	Power Renewals (English) [API35.161.141.162]	Registered
--------------------------------	---	------------

October 15, 2022 09:43	Power Renewals (English) [API44.234.249.148]	Registered
--------------------------------	---	------------

32. The IP addresses 35.161.141.162 and 44.234.249.148 are associated with the usage of DocuSign by TX Renewals:

August 22, 2022 03:15	TX Renewals (English) [API35.161.141.162]
----------------------------	--

August 22, 2022 05:24	TX Renewals (English) [API44.234.249.148]
-------------------------------	--

33. The IP address 44.234.249.148 is also associated with the usage of DocuSign by Electricity Renewal Management:

10/11/2022 7:39:00 AM	Electricity Renewal Agreement (English) [API44.234.249.148]	Registered
-------------------------------	---	------------

34. The common IP addresses between Power Renewals, TX Renewals, and Electricity Renewal Agreement establish that either the same person or the same device was behind the phishing emails sent through DocuSign. As stated earlier, it is highly likely that Konect is behind the phishing emails from Power Renewals. As such, based on the common IP addresses shared between the three, it is also highly likely that Konect is also behind the phishing emails from TX Renewals and Electricity Renewal Agreement.

35. The stated above instances were not the only times that the fake businesses accessed DocuSign from the same IP addresses. The following figure details the common IP addresses amongst the fake businesses that BOX has knowledge of as of the filing of this Amended Complaint. The gray represents that the IP address listed was associated with the usage of DocuSign by the corresponding fake business. For instance, Energy Extensions used DocuSign from the IP addresses 76.68.224.203, 13.110.78.8, and 184.145.150.207.

IP Address	Konect	Energy Extensions	Power Grid	Electricity Renewals	Power Renewals	Energy Renewals	Contract Renewal	Electricity Renewal Agreement	TX Renewals
76.68.224.203									
13.110.78.8									
156.146.36.84									
184.145.150.207									
35.161.141.162									
35.80.213.208									
44.234.249.148									
5.62.16.32									

Konect Management, LLC d/b/a Konect Energy

36. Plaintiff's investigation reveals Konect has a pattern of stealing content from other websites and using it to create an Internet foothold for its fake businesses. Konect stole website content from all of the following businesses: Vanguard Energy Services, www.vanguardenergy.net, an energy services company based in Naperville, Illinois; Energyrates.ca, www.energyrates.ca, a Canadian company that offers energy-comparison services; Utilinet, www.utilinet-yorkshire.co.uk, an energy services company based in Sheffield, South Yorkshire, United Kingdom; and ENMAX Corporation, www.enmax.com, an energy services, products, and solutions provider based in Calgary, Alberta, Canada. The copyright theft is shown below:

<p style="text-align: center;">Save Money Today</p> <p>Minimizing your energy cost is our priority, and we pride ourselves on helping you choose just the right product to help you achieve your specific energy budget goals. Imagine if you had a trusted partner who could take care of every aspect of managing your energy supplies, making sure your focus is on your business and not volatile energy markets.</p>	<p>Customized Solutions For Your Unique Business</p> <p>Minimizing your energy cost is our priority, and we pride ourselves on helping you choose just the right product to help you achieve your specific energy budget goals.</p> <p>For large commercial and industrial businesses, we offer a wide variety of:</p> <ul style="list-style-type: none"> Standard natural gas products Managed portfolio premium natural gas products Electricity products
<p style="text-align: center;">Fixed</p> <p>Fixed: No matter what happens in the world, what you pay for electricity today will be the same as what you pay tomorrow under a fixed rate plan. In a sense, fixed rate plans are a form of insurance. When you buy such a plan, your rate will likely be a little bit higher than what you would pay with a variable plan. But your fixed rate protects you from unexpected events, much as your home insurance protects you from calamitous events that might otherwise prove financially ruinous. So, if you're looking for maximum stability, then a fixed rate electricity or natural gas plan is likely the best choice for you.</p>	<p>Fixed rate energy plans insure against unforeseen events.</p> <p>No matter what happens in the world, what you pay for electricity today will be the same as what you pay tomorrow under a fixed rate plan. In a sense, fixed rate plans are a form of insurance. When you buy such a plan, your rate will likely be a little bit higher than what you would pay with a variable plan. But your fixed rate protects you from unexpected events, much as your home insurance protects you from calamitous events that might otherwise prove financially ruinous. So, if you're looking for maximum stability, then a fixed rate electricity or natural gas plan is likely the best choice for you.</p>
<p style="text-align: center;">Pass Through</p> <p>A pass-through energy contract splits your bill in two between the "fixed" power element, which you pay throughout your term and these non-commodity costs, which may vary over time. The basic premise is that the supplier passes these non-commodity costs direct to you and the risk that these may increase over time.</p>	<p>A pass-through contract splits your bill in two between the "fixed" power element, which you pay throughout your term and these non-commodity costs, which may vary over time. The basic premise is that the supplier passes these non-commodity costs direct to you and the risk (to your business) that these may increase over time. With a pass-through, you take the risk of these non-commodity costs increasing.</p>
<p style="text-align: center;">Block</p> <p>Our Block Plan offers businesses a competitive fixed rate for core energy needs and the flexibility to purchase additional energy at spot market prices. This plan may be ideal for your businesses if your goal is to that want to strike a balance between electricity rate certainty, cost control and exposure to the market.</p>	<p>Electricity Block Plan</p> <p>Our Block Plan offers businesses a competitive fixed electricity rate** for core energy needs and the flexibility to purchase additional energy at spot market prices. This plan may be ideal for your businesses if your goal is to that want to strike a balance between electricity rate certainty**, cost control and exposure to the market.</p>

37. Defendants' practice of cutting and pasting texts from other websites is common amongst the other websites used by Defendants for their fake businesses. For instance, The Energy Brokerage's website, www.theenergybrokerage.com, cuts and pastes from the text of a

2 Compare Konect Energy, <https://www.konectenergy.com>, (last visited Aug. 3, 2022). Vanguard Energy Services, <https://www.vanguardenergy.net>, (last visited Aug. 3, 2022).

3 Our Products, Konect Energy, <https://www.konectenergy.com/our-products>, (last visited Aug. 3, 2022). Fixed Rate Plans, Energyrates.ca, <https://www.energyrates.ca/fixed-rate-plan>, (last visited Aug. 3, 2022).

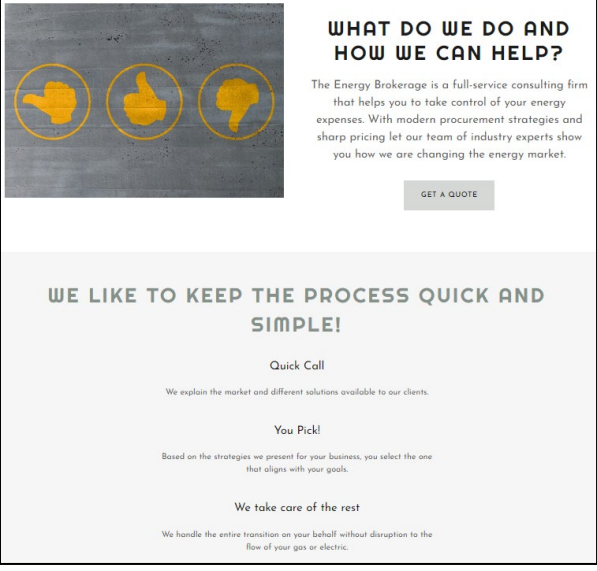
4 Our Products, Konect Energy, <https://www.konectenergy.com/our-products>, (last visited Aug. 3, 2022).

What is the Difference Between a Fixed Contract and a Pass Through Electricity Contract, Utilinet Yorkshire | Business Energy Advice, <https://www.utilinet-yorkshire.co.uk/what-is-the-difference-between-a-fixed-contract-and-a-pass-through-electricity-contract>, (last visited Aug. 3, 2022).

5 Our Products, Konect Energy, <https://www.konectenergy.com/our-products>, (last visited Aug. 3, 2022).

Electricity Block Plan, ENMAX, <https://www.enmax.com/business/electricity-natural-gas/competitive-plans/high-usage/electricity-block>, (last visited Aug. 3, 2022).

website owned by MPN Capital Markets, www.mpncapitalmarkets.com, an energy service consulting firm based in Ottawa, Ontario, Canada. Energy One Solutions' website, www.energyonesolutions.com/our-team, cuts and pastes from the text of a website owned by 8760 Expense Management, www.8760.ca/company/our-team, an expense, including utility, management company based in Edmonton, Alberta, Canada. The Energy Supply's website, www.theenergysupply.com, cuts and pastes from the text of a website owned by Blizzard Group, www.blizzardgroup.com/energy, a business solutions company that offer energy services based in Hemel Hempstead, Hertfordshire, England, United Kingdom.



WHAT DO WE DO AND HOW WE CAN HELP?

The Energy Brokerage is a full-service consulting firm that helps you to take control of your energy expenses. With modern procurement strategies and sharp pricing let our team of industry experts show you how we are changing the energy market.

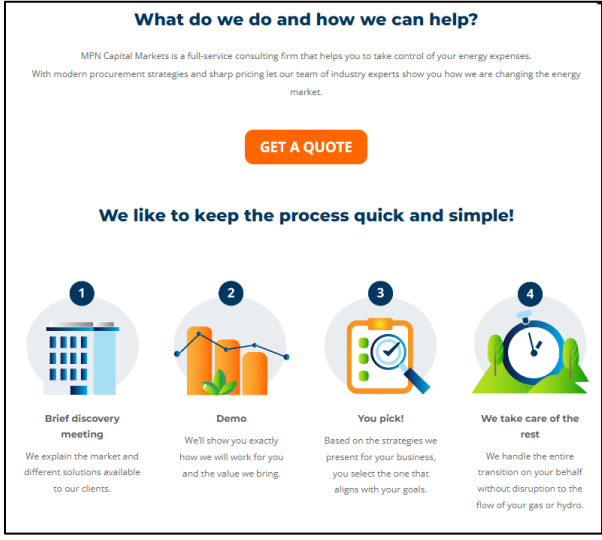
[GET A QUOTE](#)

WE LIKE TO KEEP THE PROCESS QUICK AND SIMPLE!

Quick Call
We explain the market and different solutions available to our clients.

You Pick!
Based on the strategies we present for your business, you select the one that aligns with your goals.

We take care of the rest
We handle the entire transition on your behalf without disruption to the flow of your gas or electric.



What do we do and how we can help?

MPN Capital Markets is a full-service consulting firm that helps you to take control of your energy expenses. With modern procurement strategies and sharp pricing let our team of industry experts show you how we are changing the energy market.

[GET A QUOTE](#)

We like to keep the process quick and simple!

- 1**
Brief discovery meeting
We explain the market and different solutions available to our clients.
- 2**
Demo
We'll show you exactly how we will work for you and the value we bring.
- 3**
You pick!
Based on the strategies we present for your business, you select the one that aligns with your goals.
- 4**
We take care of the rest
We handle the entire transition on your behalf without disruption to the flow of your gas or hydro.

6

6 The Energy Brokerage, <https://www.theenergybrokerage.com>, (last visited Aug. 3, 2022).
MPN Capital Markets, <https://www.mpncapitalmarkets.com>, (last visited Aug. 3, 2022).

Jake Peterson

Our Team March 11, 2022 Principals Jake Peterson Principal Owner & Founder

Jake grew up on a farm in Central Texas and developed a strong work ethic and an appreciation for building something with your own two hands at a very early age. With over 20 years in the credit card industry and a passion for personal success, Ian co-founded EOS with his business partner in 2004. A professional accountant by trade, Ian revels in the details that others often overlook and takes great pride in helping his customers reduce their expenses and improve their bottom line. EOS was founded on the premise of providing ethical, transparent solutions and to ensure a win-win is achieved for our customers and EOS – Ian lives these values every day. Outside of work, Ian is a devoted family man, loves sports, enjoys a nice glass of wine, and is known to wager the odd dollar in Vegas. Email | Connect with me on LinkedIn

Pierre Varren Principal Owner & Founder Pierre Varren has a passion for the outdoors, living life to the fullest, and seeing his family and friends succeed. As co-founder of EOS in 2004, Pierre espouses a leadership philosophy of “balanced success” and his focus is to inspire employees to be the best they can be in life and in their quest to take care of our customers. A professional accountant by trade,

Pierre Varren

Pierre has over 30 years of experience in the energy industry and has literally journeyed from the trenches all the way to the boardroom, and every stop in between. Pierre co-founded EOS on the principle that he wanted to use his in-depth knowledge to help our customers gain a deeper understanding of the energy markets and to help them achieve cost savings and/or cost certainties on their energy expenses. That focus and desire to help still guides EOS today. On the weekends, Pierre can be likely be found with a fly fishing rod in hand, working on his putting game or sharing quality time with his wife and young daughter.

Ian Ball
Principal Owner & Founder

Ian Ball grew up on a farm in Central Alberta and developed a strong work ethic and an appreciation for building something with your own two hands at a very early age. With over 20 years in the credit card industry and a passion for personal success, Ian co-founded 8760 with his business partner in 2004. A professional accountant by trade, Ian revels in the details that others often overlook and takes great pride in helping his customers reduce their expenses and improve their bottom line. 8760 was founded on the premise of providing ethical, transparent solutions and to ensure a win-win is achieved for our customers and 8760 – Ian lives these values every day. Outside of work, Ian is a devoted family man, loves sports, enjoys a nice glass of wine, and is known to wager the odd dollar in Vegas.

Email | Connect with me on LinkedIn

Pierre J. Vandendooren
Principal Owner & Founder

Pierre Vandendooren has a passion for the outdoors, living life to the fullest, and seeing his family and friends succeed. As co-founder of 8760 in 2004, Pierre espouses a leadership philosophy of “balanced success” and his focus is to inspire employees to be the best they can be in life and in their quest to take care of our customers. A professional accountant by trade, Pierre has over 30 years of experience in the energy industry and has literally journeyed from the trenches all the way to the boardroom, and every stop in between. Pierre co-founded 8760 on the principle that he wanted to use his in-depth knowledge to help our customers gain a deeper understanding of the energy markets and to help them achieve cost savings and/or cost certainties on their energy expenses. That focus and desire to help still guides 8760 today. On the weekends, Pierre can be likely be found with a fly fishing rod in hand, working on his putting game or sharing quality time with his wife and young daughter.

Email | Connect with me on LinkedIn

7

Why Energy Supply?

We give our partners the power to offer business customers simple energy savings without the hassle of looking around the market. Getting the best energy quote is more than simply checking prices on the internet. For example, not all suppliers publish business prices and many of the best tariffs are not available online. Many US businesses aren't aware of the energy savings available to them, or that they are being over-charged! Every customer is important to us. Whether your customer is a small owner-managed business or large multi-site operation, we will help you to provide a service tailored to their individual requirements. Our team use 20+ combined years of expertise to manage everything on your behalf, from quotes to contracts and registration to renewals.

We can manage the whole process from registration to renewal, avoiding confusion and over-priced bills.

BOOK ONLINE

Why Blizzard?

We give our partners the power to offer business customers simple energy savings without the hassle of looking around the market.

Getting the best energy quote is more than simply checking prices on the internet. For example, not all suppliers publish business prices and many of the best tariffs are not available online.

Many UK businesses aren't aware of the energy savings available to them, or that they are being over-charged!

Every customer is important to us. Whether your customer is a small owner-managed business or large multi-site operation, we will help you to provide a service tailored to their individual requirements.

Our team use 80+ combined years of expertise to manage everything on your behalf, from quotes to contracts and registration to renewals.

We can manage the whole process from registration to renewal, avoiding confusion and over-priced bills.

8

7 Our team, Energy One Solutions, <https://www.energyonesolutions.com/our-team>, (last visited Aug. 3, 2022). Our team, 8760 Expense Management, <https://www.8760.ca/company/our-team>, (last visited Aug. 3, 2022).

8 The Energy Supply, <https://www.theenergysupply.com>, (last visited Oct. 18, 2022).

<p>Reasons to do business with Energy Supply</p> <ol style="list-style-type: none"> 1. Flexible partner agreement plans tailored to your business requirements. 2. Receive a recurring revenue for the customers full contract duration. 3. benefit from our purchasing power via multiple supplier relationships. 4. Take advantage of attractive commission plans & incentive schemes. 5. Strengthen your existing customer relationships. 6. Tap into over 20 years of combined industry experience. 7. Notifications & reminders to procure energy at the right time. 8. We're employee owned, so your success is our success. <p style="text-align: center;">GET A QUOTE</p>	<p>10 Reasons To Sell Business Energy With Blizzard</p> <ol style="list-style-type: none"> 1. Flexible partner agreement plans tailored to your business requirements. 2. Receive a recurring revenue for the customers' full contract duration. 3. Benefit from our purchasing power via multiple supplier relationships. 4. Take advantage of attractive commission plans & incentive schemes. 5. Strengthen your existing customer relationships. 6. Tap into over 80 years of combined industry experience. 7. Ability to offer green energy tariffs & energy carbon offsetting solutions. 8. Access to full customer service, pricing software, marketing, & sales support. 9. Notifications & reminders to procure energy at the right time. 10. We're employee owned, so your success is our success.
--	---

9

Konect Operates Without Proper Licensing

38. Some states require that electricity brokers be registered or licenses. However, Konect operates without complying with these various state laws. Konect is not licensed as an energy broker in Illinois, Massachusetts, Maryland, New Hampshire, New Jersey, and Pennsylvania.

39. Rizk is licensed as an energy broker in Texas, but provided none of the required information for the business names he operates under. Of course, Rizk has not registered any of his aliases that he uses to transact business.

40. Evidence of Rizk's use of aliases is further detailed below.

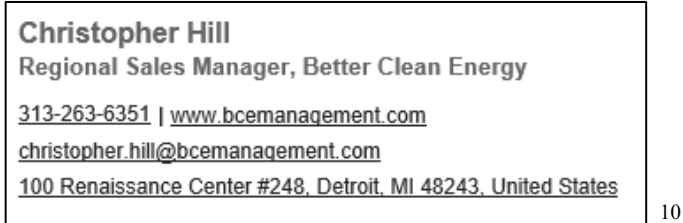
Christopher Hill and Better Clean Management

Energy, Blizzard Group, <https://www.blizzardgroup.com/energy>, (last visited Oct. 18, 2022).

9 The Energy Supply, <https://www.theenergysupply.com>, (last visited Oct. 18, 2022).

Energy, Blizzard Group, <https://www.blizzardgroup.com/energy>, (last visited Oct. 18, 2022).

41. Defendants use the fake name “Christopher Hill” who represented himself to be a Regional Sales Manager with Better Clean Energy (“BCE”) to solicit business from Plaintiff’s broker-customers. One email went to a customer in Houston, Texas. “Christopher Hill” represented his email address as Christopher.hill@bcemanagement.com, which, as noted above was the domain address Rizk registered with BOX in May of 2020.



42. The physical address appears fake from simple Internet searches. The referenced website cuts and paste from the full text of the website owned by National Utility Service, Inc. d/b/a NUS Consulting and NUS Consulting Group’s (“NUS”), www.nusconsulting.com, an energy management and sustainability consultant company incorporated in the State of New Jersey with a worldwide presence.

10 Exhibit A.

<p style="text-align: center;">Procurement</p> <p>The process for purchasing energy is very different than other commodities. Each energy market is distinct – they have different structures, regulations, available suppliers, price drivers, non-commodity charges, contract types, terms, and conditions. Before embarking on the process of purchasing energy, it is critical to clearly identify your objectives (price, budget, or some combination of the two) and willingness to accept pricing risk (risk tolerance).</p> <p style="text-align: center;">Satisfaction Guaranteed</p> <p>Running an energy tender is a challenging task, but a detailed and well-timed tender can generate significant savings. Too many businesses make the mistake of running a tender near the expiration of their current supply contract, leaving them little choice but to take the prevailing market price. BCE provides commercial and industrial businesses, professional energy procurement services. Our experienced team has the market expertise, price monitoring tools, management processes, and supplier relationships to ensure a successful outcome to your energy tender. Where you tender for a flexible contract, BCE can seamlessly provide you risk and portfolio management to support and optimize commodity purchases under your new supply agreement.</p>	<p>The process for purchasing energy is very different than other commodities. Each energy market is distinct – they have different structures, regulations, available suppliers, price drivers, non-commodity charges, contract types, terms, and conditions.</p> <p>Before embarking on the process of purchasing energy, it is critical to clearly identify your objectives (price, budget, or some combination of the two) and willingness to accept pricing risk (risk tolerance).</p> <table border="1"> <tr> <td data-bbox="841 373 950 506"> </td> <td data-bbox="971 390 1357 485"> <p>Prepare a request for proposal (RFP) containing the contract type(s), detailed terms and conditions, sites, and meter profile data necessary for suppliers to submit a pricing quotation.</p> </td> </tr> <tr> <td data-bbox="841 541 950 674"> </td> <td data-bbox="971 527 1341 621"> <p>At the appropriate time, based on market conditions, release the RFP to selected energy suppliers and respond to any questions raised by suppliers.</p> </td> </tr> <tr> <td data-bbox="841 667 950 800"> </td> <td data-bbox="971 663 1341 737"> <p>Assemble, evaluate, and rank supplier responses. Negotiate proposed price, terms, and conditions with the top-ranked supplier(s).</p> </td> </tr> <tr> <td data-bbox="841 783 950 915"> </td> <td data-bbox="971 779 1333 852"> <p>Select the winning supplier, complete supply contract legal review, execute the contract, and manage the transfer of supply points.</p> </td> </tr> </table> <p>Running an energy tender is a challenging task, but a detailed and well-timed tender can generate significant savings. Too many businesses make the mistake of running a tender near the expiration of their current supply contract, leaving them little choice but to take the prevailing market price.</p> <p>NUS provides commercial and industrial businesses, professional energy procurement services. Our experienced team has the market expertise, price monitoring tools, management processes, and supplier relationships to ensure a successful outcome to your energy tender. Where you tender for a flexible contract, NUS can seamlessly provide you risk and portfolio management to support and optimize commodity purchases under your new supply agreement.</p>		<p>Prepare a request for proposal (RFP) containing the contract type(s), detailed terms and conditions, sites, and meter profile data necessary for suppliers to submit a pricing quotation.</p>		<p>At the appropriate time, based on market conditions, release the RFP to selected energy suppliers and respond to any questions raised by suppliers.</p>		<p>Assemble, evaluate, and rank supplier responses. Negotiate proposed price, terms, and conditions with the top-ranked supplier(s).</p>		<p>Select the winning supplier, complete supply contract legal review, execute the contract, and manage the transfer of supply points.</p>
	<p>Prepare a request for proposal (RFP) containing the contract type(s), detailed terms and conditions, sites, and meter profile data necessary for suppliers to submit a pricing quotation.</p>								
	<p>At the appropriate time, based on market conditions, release the RFP to selected energy suppliers and respond to any questions raised by suppliers.</p>								
	<p>Assemble, evaluate, and rank supplier responses. Negotiate proposed price, terms, and conditions with the top-ranked supplier(s).</p>								
	<p>Select the winning supplier, complete supply contract legal review, execute the contract, and manage the transfer of supply points.</p>								

11

43. Based upon information and belief, Defendants (through the fake Christopher Hill) used confidential and proprietary information and trade secrets of BOX to commit their tortious conduct.

Chuck Dean and Blue Chip Energy

44. It also appears that Defendants have stolen the identities of persons in their scheme to divert business away from BOX through the theft of Plaintiff's trade secrets. Two BOX's broker-customers received a DocuSign email from "Chuck Dean", Energy Manager with

11 Better Clean Energy (BCE) Management and Sustainability Solutions, <http://www.bcemanagement.com> (last visited July 29, 2012).

Energy Procurement, NUS Consulting, <http://www.nusconsulting.com/solutions/energy-procurement> (last visited Jul. 29, 2022).

Blue Chip Energy (“Blue Chip”). These customers are located in Tyler, Texas and Houston, Texas.

Chuck Dean / Energy Manager Blue Chip Energy / Direct 713-314-3791 Email chuck.dean@bluechip-energy.com Web www.bluechip-energy.com Address 2 NRG Park Houston Suite 4B, TX 77054

12

45. Similar to the “Christopher Hill” email, “Chuck Dean” uses a fake address: “NRG Park”, which is of course a stadium and not a business address. Defendants stole the website content from a legitimate business: Hudson Energy, www.hudsonenergy.net, an energy supplier based in Canada.¹³

12 Exhibit B

13 Energy Deregulation, Blue Chip Energy, <http://www.bluechip-energy.com> (last visited Jul. 29, 2022).
Energy Explained, Hudson Energy, <https://www.hudsonenergy.net/energy-explained/#!/energyexplained> (last visited Jul. 29, 2022).

About Us

Energy Deregulation

The idea behind **deregulation is simple**. More providers means more competitive pricing and greater variety of services. **Customers win.**

You have the right to...

FAIR PRICES

All we ask is that energy consumers make a conscious decision. Choose the provider who gives you a fair price for the service you want. If you end up picking us, we promise to give you excellent service and care.

MORE INNOVATION

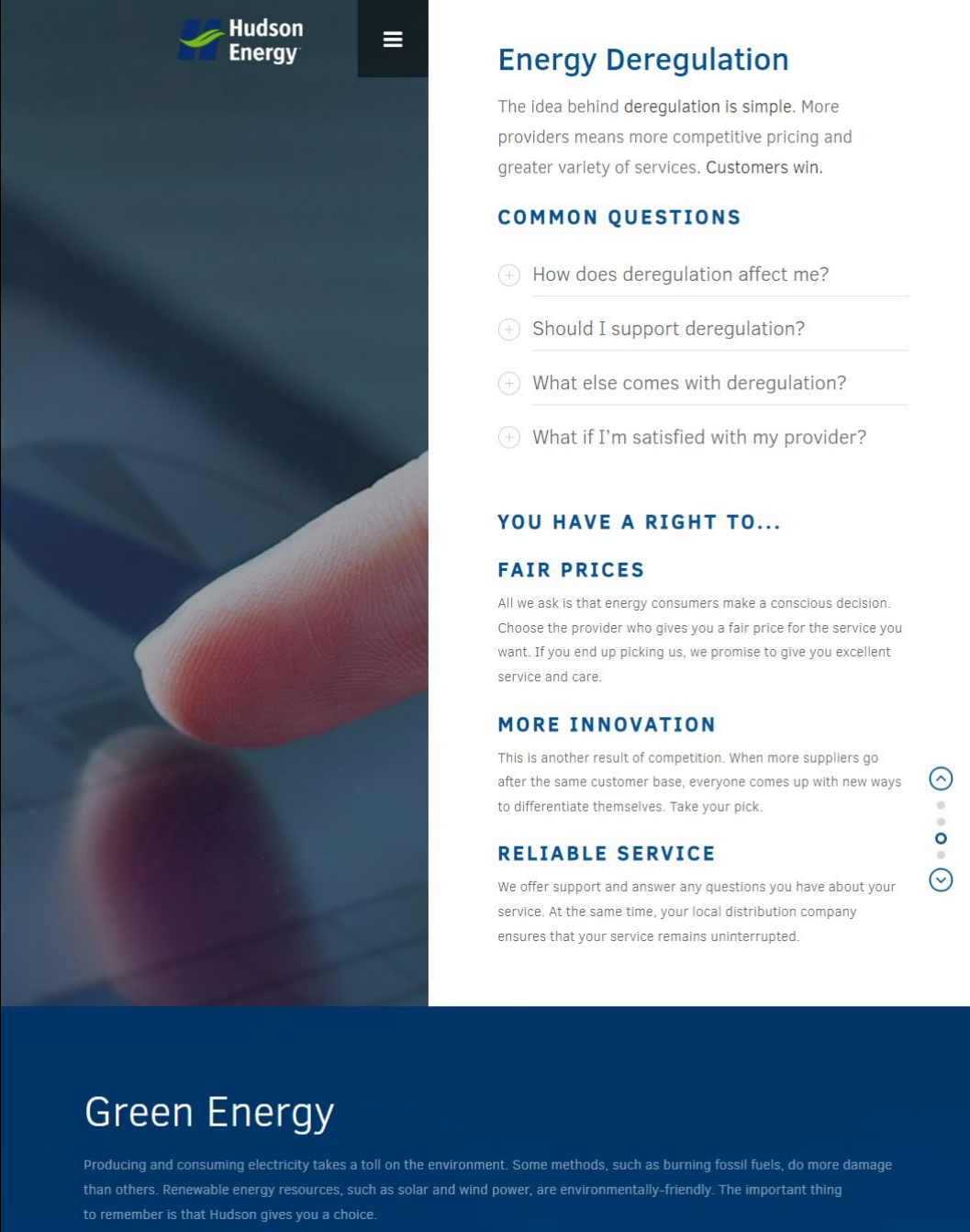
This is another result of competition. When more suppliers go after the same customer base, everyone comes up with new ways to differentiate themselves. Take your pick.

RELIABLE SERVICE

We offer support and answer any questions you have about your service. At the same time, your local distribution company ensures that your service remains uninterrupted.

Green Energy

Producing and consuming electricity takes a toll on the environment. Some methods, such as burning fossil fuels, do more damage than others. Renewable energy resources, such as solar and wind power, are environmentally-friendly. The important thing to remember is that Hudson gives you a choice.



Hudson Energy

Energy Deregulation

The idea behind deregulation is simple. More providers means more competitive pricing and greater variety of services. Customers win.

COMMON QUESTIONS

- + How does deregulation affect me?
- + Should I support deregulation?
- + What else comes with deregulation?
- + What if I'm satisfied with my provider?

YOU HAVE A RIGHT TO...

FAIR PRICES

All we ask is that energy consumers make a conscious decision. Choose the provider who gives you a fair price for the service you want. If you end up picking us, we promise to give you excellent service and care.

MORE INNOVATION

This is another result of competition. When more suppliers go after the same customer base, everyone comes up with new ways to differentiate themselves. Take your pick.

RELIABLE SERVICE

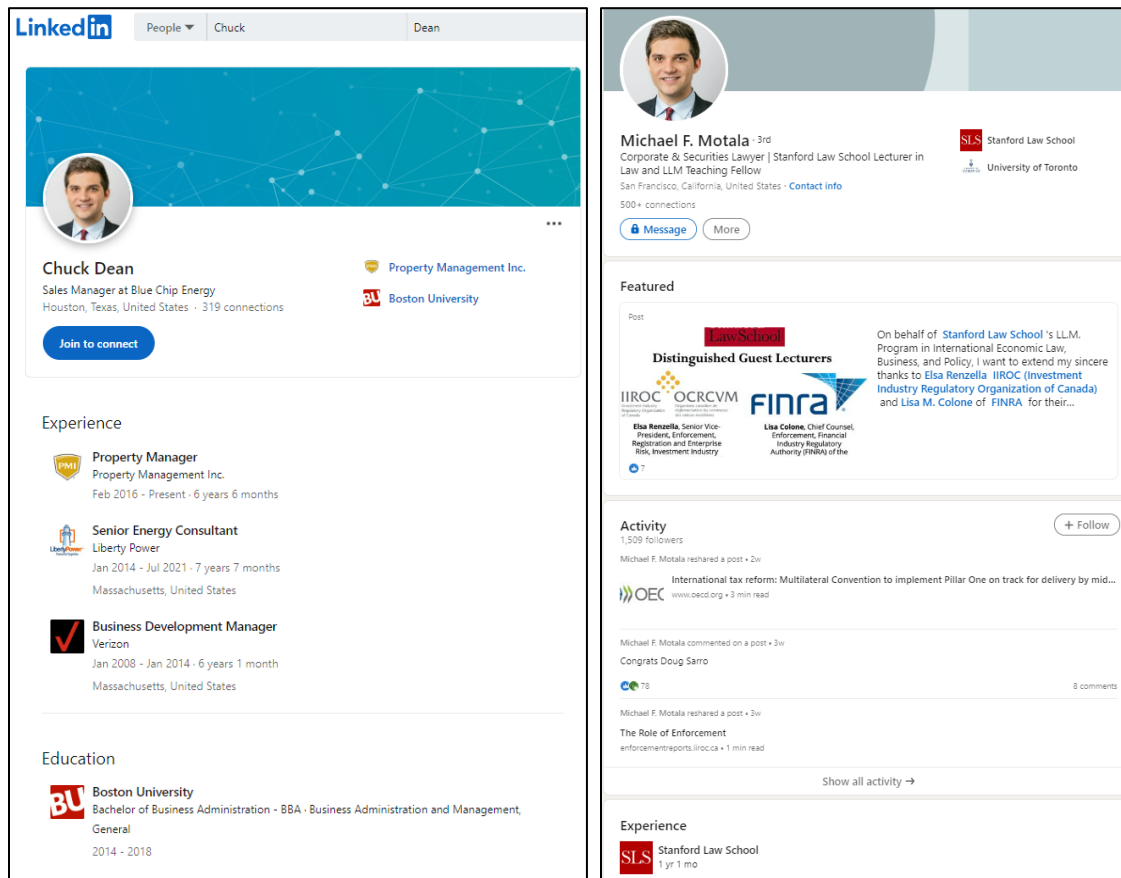
We offer support and answer any questions you have about your service. At the same time, your local distribution company ensures that your service remains uninterrupted.

Green Energy

Producing and consuming electricity takes a toll on the environment. Some methods, such as burning fossil fuels, do more damage than others. Renewable energy resources, such as solar and wind power, are environmentally-friendly. The important thing to remember is that Hudson gives you a choice.

46. Notably, Hudson Energy's website was registered on October 18, 2006, while Blue Chip's website was registered on January 27, 2022, which not coincidentally is the same date Defendants' appear to have registered the website of The Energy Brokerage – another of its fake business names.

47. Defendants appear to have stolen the photo image to manufacture the identity of “Chuck Dean”. This is seen by comparing two LinkedIn profiles:¹⁴



¹⁴ Chuck Dean, LinkedIn, <https://my.linkedin.com/in/chuck-dean-36a4a9231>, (last visited Jul. 29, 2022). Michael F. Motala, LinkedIn, <https://linkedin.com/in/michaelmotala>, (last visited Jul. 29, 2022).

48. Counsel learned the photo of “Chuck Dean” is actually Michael F. Motala:



15

49. **Energy Renewals** Thirty of BOX's broker-customers have received a DocuSign Email from an "Energy Renewals" with the email address energyrenewals@icloud.com. These customers are located in Monroe, Connecticut; Chicago, Illinois; Dupo, Illinois; Elgin, Illinois; Gurnee, Illinois; Joliet, Illinois; Mount Prospect, Illinois; River Grove, Illinois; Vernon, Illinois; Florham Park, New Jersey; Linwood, New Jersey; Bethesda, Maryland; Chevy Chase, Maryland; District Heights, Maryland; Germantown, Maryland; Oxon Hill, Maryland; Rockville, Maryland; Silver Spring, Maryland; Bridgeville, Pennsylvania; Loysville, Pennsylvania; Philadelphia, Pennsylvania; York, Pennsylvania; Graham, Texas; and League City, Texas;

50. One of BOX's broker-customers who received a DocuSign Email from Energy Renewals responded to energyrenewals@icloud.com; the header in the email reply from energyrenewals@icloud.com reveals Defendant Michael Rizk:

15 Business-as-Trust: Corporate Social Responsibility in the Era of AI (w/ Michael Motala) (Ethics of AI in Context: Emerging Scholars), Centre for Ethics, University of Toronto, <http://www.ethics.utoronto.ca/events/business-as-trust-corporate-social-responsibility-in-the-era-of-ai-w-michael-motala-ethics-of-ai-in-context-emerging-scholars-copy>, (last visited Jul. 29, 2022).

From: Michael Rizk < energyrenewals@icloud.com > Sent: Thursday, July 21, 2022 3:52 PM Subject: Re: Electric Renewal for [REDACTED]	16
---	----

51. As stated earlier, Energy Renewals shares a common IP address with Energy Extension, which share a common IP address with Konect, Power Grid, Electricity Renewals, and Power Renewals. Energy Renewals also share a common IP address with Contract Renewal, Electricity Renewal Agreement, and TX Renewals. The common IP addresses, together with the header in the email reply from energyrenewals@icloud.com, further solidify that Rizk and Konect are behind the phishing emails.

Other Aliases and Business

52. Twelve of BOX's broker-customers received a phishing email via DocuSign from "Power Renewals" with the email address powerrenewals@gmail.com. These customers are located in Washington, D.C.; Broadview, Illinois; Chicago, Illinois; Highwood, Illinois; Westborough, Massachusetts; Bethesda, Maryland; Chevy Chase, Maryland; King of Prussia, Pennsylvania; Philadelphia, Pennsylvania; Wilkes-Barre, Pennsylvania; Willow Grove, Pennsylvania; and Dallas, Texas.

53. Eleven of BOX's broker-customers received a phishing email via DocuSign from "Contracts Renewal" with the email address contractsrenewal@yahoo.com. These customers are located in Cheshire, Connecticut; Hartford, Connecticut; Highwood, Illinois; Gaithersburg, Maryland; Rockville, Maryland; Silver Spring, Maryland; Manchester, New Hampshire; Haverstraw, New York; Scarsdale, New York; and Souderton, Pennsylvania.

54. Eight of BOX's broker-customers received a phishing email via DocuSign from "TX Renewals" with the email address texaselectricrenewals@outlook.com. These customers

¹⁶ Exhibit C.

are located in Pontiac, Illinois; Dallas, Texas; Denison, Texas; Hutto, Texas; Odessa, Texas; Pantego, Texas; San Angelo, Texas; and Triton Fall, New Jersey.

55. Seven of BOX's broker-customers received a phishing email from a "Justin Williams" who represented himself to be with Get Energy Solutions and/or a phishing email via DocuSign from "Justin Williams" with the email address justin@getenergysolutions.com. These customers are located in Chicago, Illinois; Highwood, Illinois; Westborough, Massachusetts; Bethesda, Maryland; Kensington, Maryland; New York City, New York; and Dallas, Texas.

56. Seven of BOX's broker-customer received a phishing from a "Sam Olsen" who represented himself to be an Energy Consultant with Approved Energy. These customers are located in Bethesda, Maryland; Flushing, New York; Arlington, Texas; Dallas, Texas; Farmers Branch, Texas; Hidalgo, Texas; and Houston, Texas.

57. Six of BOX's broker-customers received a phishing email from an "Alex Miller" who represented himself to be a Senior Energy Consultant with The Energy Brokerage. These customers are located in Townsend, Massachusetts; Hampstead, New Hampshire; Fitchburg, Massachusetts; Worcester, Massachusetts; New York, New York; and Albany, New York.

58. Four of BOX's broker-customers received a phishing email via DocuSign from "Electricity Renewal" with the email address electricnowrenewal@gmail.com. These customers are located in Braintree, Massachusetts; Florham Park, New Jersey; Ogdensburg, New York; and Batavia, Ohio.

59. Three of BOX's broker-customers received a phishing email via DocuSign from "Electricity Renewal Agreement" with the email address supplier.contracting@gmail.com. These customers are located in Burlington, Massachusetts; Townsend, Massachusetts; and Fort Washington, Maryland.

60. Three of BOX's broker-customers received a phishing email from an "Adam Reed" who represented himself to be an Account Manager with Energy One Solutions. These customers are located in Washington, D.C.; Bedford Hills, New York; and Hidalgo, Texas.

61. One of BOX's broker-customer received a phishing email via DocuSign from "Energy Extensions" with the email address energyextensions@gmail.com. This customer is located in Katy, Texas.

62. One of BOX's broker-customers received a phishing email from a "Rudy Keller" with The Energy Supply. This customer is located in Fall River, Massachusetts.

63. One of BOX's broker-customers received a phishing email via DocuSign from "Joey Panzini" with the email address joey@powergridx.com. This customer is located in Radnor, Pennsylvania. Based on information and belief, Defendants used the aliases Sam Olsen, Alex Miller, Adam Reed and the business names Approve Energy, The Energy Brokerage, and Energy One Solutions to fraudulently induce BOX's broker-customers into signing energy contracts.

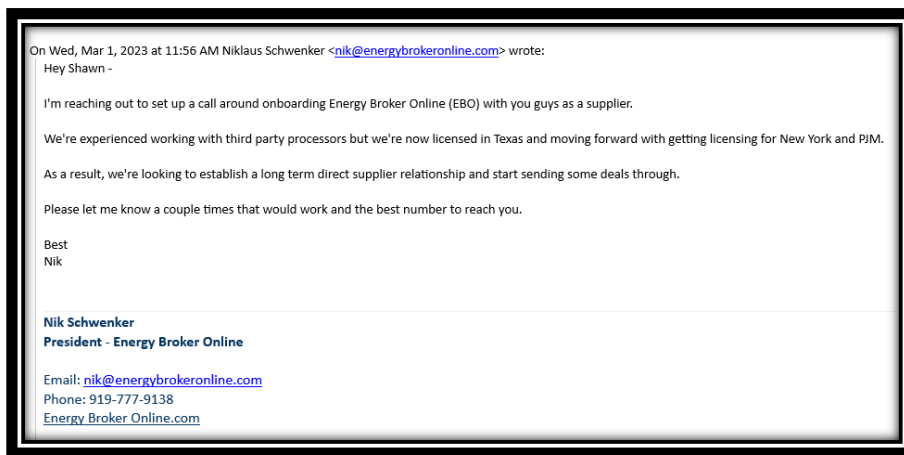
Energy Broker Online LLC and Niklaus Schwenker

64. After filing this lawsuit and exposing Defendant Konect's fraudulent business practices, Defendants Rizk, Konect, and Rene Roland came up with a new scheme to continue the same business practices under a new entity named, Energy Broker Online LLC. Energy Broker Online LLC is a company, which lists Defendant Niklaus Schwenker as its president.

65. Energy Broker Online LLC was originally named "Your Wyoming Office LLC", formed on November 6, 2017. On October 13, 2022, only two months after initiation of this lawsuit, the company submitted its request for changing its name to Energy Broker Online LLC, which was approved by the Wyoming Secretary of State on November 4, 2022. This change of

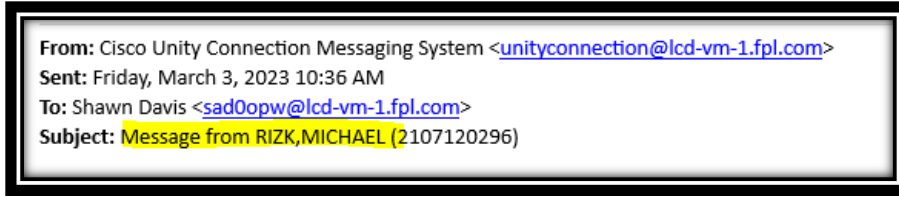
name appears to be for two purposes: to mislead BOX's (Broker Online Exchange LLC) customers and suppliers, and to hide the continuation of the phishing scheme from this litigation by hiding behind the shadow of this entity.

66. Later, on January 2, 2023, Energy Broker Online LLC filed its application for registration as a foreign limited liability company with the Texas Secretary of State. Shortly after that, an individual operating under the name of Niklaus Schwenker, individually and in his capacity as the representative of Energy Broker Online LLC, started contacting BOX's customers and suppliers.



67. On February 9, 2023, Energy Broker Online LLC registered as a broker with the Public Utility Commission of Texas.

68. On March 3, 2023, Niklaus Schwenker left a voice message for one of BOX's suppliers. Interestingly, "RIZK,MICHAEL" appeared on the caller ID, suggesting that Niklaus Schwenker and Energy Broker Online LLC were using Defendant Rizk's phone number or that Niklaus Schwenker and Energy Broker Online LLC were allowing Defendant Rizk to operate under the cover of their respective names.



69. On April 18, 2023, a supplier notified BOX that Konect was now operating as Energy Broker Online LLC.

CAUSES OF ACTION

A. Violation of the Defend Trade Secrets Act 18 U.S.C. §1831, et. seq.

70. BOX incorporates by reference the preceding Paragraphs of this Complaint as if the same were set forth in full herein.

71. BOX owns valuable Confidential Information and Trade Secrets, including but not limited to, BOX's client list and vendor list, pricing, information that BOX's brokers submit to BOX under strict confidences related to their respective customers, including but not limited to, customers' contact information, customers' current and previous electricity suppliers, details of customers' current and previous electricity contracts. As discussed above, such confidential information and trade secrets are stored in BOX's My Service Cloud ("MSC"). MSC is an online, cloud-based software internally developed by BOX to help its brokers manage their businesses.

72. BOX spent significant time and money developing MSC, which ensures the confidentiality of its brokers and Plaintiff's trade secrets. Additionally, MSC's method of collection, organization, searchability, and retention of data is in and of itself BOX's trade secrets.

73. The Confidential Information and Trade Secrets are kept confidential and not publicly disclosed.

74. Based on information and belief, Defendants misappropriated BOX's Confidential Information and Trade Secrets, by unlawfully accessing MSC, stealing BOX's confidential information and trade secrets, and using them to deceive BOX's customers and suppliers

75. The Confidential Information and Trade Secrets to which Defendants have access is related to BOX's products or services that are used in, or intended for use in, interstate or foreign commerce.

76. Misappropriation of this type of information undermines BOX's competitive position in the highly competitive energy industry.

77. Based on information and belief, Defendants misappropriated BOX's Confidential Information and Trade Secrets in order to benefit themselves.

78. Defendants' conduct is knowing, willful, intentional, malicious, unprivileged, in bad faith, and caused – and will continue to cause – immediate and irreparable harm to BOX, as well as causing it to suffer compensatory damages. This is evidenced by the Defendants continued use of the aliases and fictitious business names through the original filing of the lawsuit to as recently as April 14, 2023.

79. Pursuant to Section 1836 of the Defend Trade Secrets Act, BOX is entitled to injunctive relief from this Court.

B. Violation of the Texas Anti-Phishing Act § 325.001, et. seq.

80. BOX incorporates by reference the preceding Paragraphs of this Complaint as if the same were set forth in full herein.

81. BOX is an owner of a web page and is adversely affected by the violation of the Texas Anti-Phishing Act under the Texas Business and Commerce Code by Defendants.

82. Defendants sent or caused to be sent and are continuing to send or causing to be sent to an email address held by various Texas residents' emails that were falsely represented as being sent by a legitimate online business.

83. Defendants sent or caused to be sent and are continuing to send or cause to be sent to an email address held by a Texas resident an email that refers or linked recipient of the message to a web page that was represented as being associated with the legitimate online business.

84. Defendants sent or caused to be sent and are continuing to send or cause to be sent, to an email address held by a Texas resident an email that directly or indirectly induced, requested, or solicited the recipient of the email to provide identifying information for a purpose that the recipient believed as legitimate.

85. Defendants acted with the intent to engage in conduct involving the fraudulent use or possession of identifying information.

86. Defendants' conduct reoccurred with sufficient frequency to constitute a pattern or practice.

87. As a result of Defendants' violation of the Texas Anti-Phishing Act, Plaintiff has suffered, and will continue to suffer, loss to its reputation and good will. Plaintiff has also sustained loss profits as a result of brokers' unwillingness to work with BOX due to the phishing emails.

88. Pursuant to Section 325.006 of the Texas Anti-Phishing Act under the Texas Business and Commerce Code, BOX is entitled to injunctive relief from this Court.

C. Tortious Interference with Existing Contracts

89. BOX incorporates by reference the preceding Paragraphs of this Complaint as if the same were set forth in full herein.

90. BOX had several contracts with its broker-customers and suppliers that were subject to Defendants' interference.

91. Defendants willfully and intentionally interfered with those contracts by sending phishing emails to BOX's broker-customers and suppliers by (1) impliedly misrepresenting that they are acting on behalf of BOX; (2) misrepresenting that they have legitimate access to BOX's confidential information; or (3) causing concerns as to the security of BOX's website and system.

92. Defendants' actions made BOX's performance its contracts burdensome, difficult and more expensive.

93. Defendants' tortious interference caused damages to BOX's business operations.

D. Tortious Interference with Prospective Business Relations

94. BOX incorporates by reference the preceding Paragraphs of this Complaint as if the same were set forth in full herein.

95. There was a reasonable probability that BOX would have entered into business relationships or would have continued their relationships with several of their broker-customers and suppliers.

96. As discussed above, Defendants intentionally interfered with BOX's business relationships by sending phishing emails to BOX's broker-customers and suppliers and by (1) misrepresenting that they are acting on behalf of BOX; (2) misrepresenting that they have

legitimate access to BOX's confidential information; or (3) causing concerns as to the security of BOX's website and system.

97. Defendants' conduct proximately caused damages to BOX's business operations.

E. Conspiracy

98. BOX incorporates by reference the preceding Paragraphs of this Complaint as if the same were set forth in full herein.

99. Defendants Konect, Rizk, Energy Broker Online LLC, Rene Roland, and Niklaus Schwenker agreed: (1) to misappropriate BOX's confidential and proprietary information and trade secrets; (2) to interfere with BOX's contracts with its broker-customers and suppliers; and (3) to interfere with BOX's prospective business relations.

100. Defendants had a meeting of the minds on the objects of the conspiracy and its course of action. They acquired improper access to BOX's confidential and proprietary information and trade secrets, including its customer lists, supplier lists, and information about the BOX's existing contracts and prospective business relations.

101. Their above-described actions clearly indicate that they acted with the intent to harm BOX.

102. Defendants committed unlawful, overt acts in furtherance of the conspiracy. Defendants stole BOX's confidential information and trade secrets, created fake names and websites, sent phishing emails, improperly communicated with BOX's customers and suppliers regarding BOX's performance and renewal of its contracts, and mislead BOX's broker-customers and suppliers.

103. BOX suffered damages as proximate results of Defendants' acts.

F. Assisting and Participating

104. BOX incorporates by reference the preceding Paragraphs of this Complaint as if the same were set forth in full herein.

105. Defendants Energy Broker Online LLC and Niklaus Schwenker substantially assisted Defendants Konect, Rizk, and Rene Roland in causing tortious interference with BOX's contracts and prospective business relations.

106. Defendants Energy Broker Online LLC and Niklaus Schwenker's assistance and participation, separate from Defendants Konect, Rizk, and Rene Roland's acts, breached Defendants' duty to BOX.

107. Defendants Energy Broker Online LLC and Niklaus Schwenker's assistance and participation was a substantial factor in causing the tortious interference with BOX's contracts and prospective business relations.

PIERCING THE CORPORATE VEIL/ALTER EGO

108. Defendants Rizk, Rene Roland, and Niklaus Schwenker's use of Energy Broker Online LLC and Konect is a sham to perpetrate a fraud. Rizk, Roland, and Schwenker have and continue to use Energy Broker Online LLC and Konect to enable Defendants Rizk, Konect, and Rene Roland to engage in their fraudulent business model and help them further deceive BOX's customers and suppliers.

109. Rizk, Roland and Schwenker created Energy Broker Online during the course of this litigation to further their unlawful actions. They created Energy Broker Online to shield themselves and Konect from their past illegal conduct and to continue their additional unlawful actions using a fraudulent, sham corporation as an attempted shield from liability. They must each be held individually liable for Energy Broker Online and Konect's misconduct.

110. Rizk, Roland and Schwenker use of Konect and Energy Broker Online is a sham to perpetrate a fraud. Rizk, Roland, and Schwenker are using Konect and Energy Broker Online to deceive BOX's customers and suppliers into thinking that: Konect/Energy Broker Online was the broker with whom they have an existing relationship using BOX's trade secrets and confidential information to perpetrate the fraud. Therefore, aside from Rizk, Roland, and Schwenker's own unlawful actions, they must be held individually liable for the fraud they commit through the use of the sham entities, Konect and Energy Broker Online.

111. Rizk, Roland and Schwenker organized and operated Konect and Energy Broker Online as mere tools or business conduit for their personal interests and to perpetrate the fraud described in this pleading. There is such unity between Rizk/Roland/Schwenker on the one hand and Konect/Energy Broker Online on the other that the corporate shield should be disregarded, and the total dealings of the corporate entities should be held as the liability of the individual defendants.

VICARIOUS LIABILITY—RESPONDEAT SUPERIOR

112. All preceding paragraphs are incorporated herein by reference.

113. The above-discussed acts of Defendant Rizk and Defendant Rene Roland were performed while in the employment of Defendant Konect, and where within the scope of that employment and within the authority delegated to Defendant Rizk and Defendant Rene Roland. Defendant Rizk and Defendant Rene Roland's actions were all in furtherance of Konect's business and with Konect's knowledge. Therefore, Defendant Konect is vicariously liable for Defendant Rizk and Defendant Rene Roland's acts.

114. The above-described acts of Defendant Niklaus Schwenker were performed while in the employment of Defendant Energy Broker Online LLC and where within the scope of that

employment and within the authority delegated to Defendant Niklaus Schwenker. Defendants Niklaus Schwenker's actions were all in furtherance of Energy Broker Online LLC's business and with its knowledge. Therefore, Defendant Energy Broker Online LLC is vicariously liable for Defendant Niklaus Schwenker's acts.

VICARIOUS LIABILITY—RATIFICATION

115. All preceding paragraphs are incorporated herein by reference.

116. At the time of the misappropriation of the trade secrets and the tortious interference with BOX's contracts and prospective business relations, Defendant Rizk and Defendant Rene Roland were acting on Defendant Konect's behalf and Konect retained the benefits of Defendant Rizk and Defendant Rene Roland's acts.

117. In the alternative, after the misappropriation of the trade secrets and the tortious interference with BOX's contracts and prospective business relations, Defendant Konect became fully aware of Defendant Rizk and Defendant Rene Roland's acts and approved them by receiving the benefits of those acts.

118. Therefore, Defendant Konect is vicariously liable for Defendant Rizk and Defendant Rene Roland's acts.

119. At the time of the misappropriation of the trade secrets and the tortious interference with BOX's contracts and prospective business relations, Defendant Niklaus Schwenker was acting on Defendant Energy Broker Online LLC's behalf and Energy Broker Online LLC retained the benefits of Defendant Niklaus Schwenker's acts.

120. In the alternative, after the misappropriation of the trade secrets and the tortious interference with BOX's contracts and prospective business relations, Defendant Energy Broker

Online LLC became fully aware of Defendant Niklaus Schwenker's act and approved them by receiving the benefits of those acts.

121. Therefore, Defendant Energy Broker Online LLC is vicariously liable for Defendant Niklaus Schwenker's acts.

EXEMPLARY DAMAGES

122. BOX's damages resulted from Defendants' willful, intentional, and malicious actions, which entitles BOX to exemplary damages under 18 U.S.C.A. § 1836 and Texas Civil Practice & Remedies Code § 41.003(a).

ATTORNEY FEES

123. BOX is entitled to recover reasonable and necessary attorney fees pursuant to 18 U.S.C.A. § 1836 and Texas Business and Commerce Code § 325.006,

PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Plaintiff Broker Online Exchange, LLC respectfully requests that citation be issued for Defendants Rene Roland, Energy Broker Online LLC, and Niklaus Schwenker. Plaintiff also request the following against all Defendants, Konect Management, LLC d/b/a Konect Energy; Michael Rizk f/k/a Michael Gerguis, and also using the aliases and business names Christopher Hill, Chuck Dean, Sam Olsen, Alex Miller, Adam Reed, Michael Walsh, Justin Williams, Rudy Keller, Joey Panzini, Better Clean Energy Management, Blue Chip Energy, Energy Renewals, Energy Extensions, Contracts Renewals, Approve Energy, The Energy Brokerage, Energy One Solutions, Get Energy Solutions, TX Renewals, The Energy Supply, Power Grid, Power Renewals, Electricity Renewal Agreement, and Electricity Renewal and that the Court enter judgment against Konect Management, LLC d/b/a Konect Energy and Michael Rizk f/k/a Michael Gerguis, and also using the aliases and business names Christopher

Hill, Chuck Dean, Sam Olsen, Alex Miller, Adam Reed, Better Clean Energy Management, Blue Chip Energy, Energy Renewals, Energy Extensions, Contracts Renewals, Approve Energy, The Energy Brokerage, and Energy One Solutions; Rene Roland; Energy Broker Online LLC; and Niklaus Schwenker:

- a. Injunctive relief;
- b. A money judgment for all actual damages sustained by Plaintiff in an amount to be proved at trial;
- c. Exemplary damages;
- d. An award of treble damages pursuant to § 325.006 of the Texas Business and Commerce Code;
- e. Reasonable and necessary attorneys' fees and costs of this action;
- f. Costs of court incurred by Plaintiff;
- g. Pre-judgment and post-judgment interest on the above amounts; and
- h. Such other and further relief as the Court may deem just and proper either in law or in equity.

WEYCER, KAPLAN, PULASKI & ZUBER, P.C.

By: /s/ Mark J. Levine

Mark J. Levine, ATTORNEY-IN-CHARGE

State Bar No. 00791102

Federal ID No. 20021

Hamed Moradi

State Bar No. 24121020

Federal ID No. 3612467

24 Greenway Plaza, Suite 2050

Houston, Texas 77046

Telephone: (713) 961-9045

Facsimile: (713) 961-5341

mlevine@wkpz.com

hmoradi@wkpz.com

**ATTORNEYS FOR PLAINTIFF BROKER
ONLINE EXCHANGE, LLC**

Attached is your previous contract.

Thank you,

Christopher Hill
Regional Sales Manager, Better Clean Energy

[313-263-6351](tel:313-263-6351) | www.bcemanagement.com
christopher.hill@bcemanagement.com
[100 Renaissance Center #248, Detroit, MI 48243, United States](#)

Create your own [email signature](#)



On Mon, May 23rd, 2022 at 1:39 PM, [REDACTED]

[REDACTED] wrote:

Not sure what contract you are talking about send me a copy

[REDACTED]

On May 23, 2022, at 1:34 PM, Christopher Hill
<christopher.hill@bcemanagement.com> wrote:

Hello,

We are following up on our previous email,

Have you got a chance to review it?

Thank you,

Christopher Hill
Regional Sales Manager, Better Clean Energy

[313-263-6351](tel:313-263-6351) | www.bcemanagement.com
christopher.hill@bcemanagement.com
[100 Renaissance Center #248, Detroit, MI 48243, United States](#)

Create your own [email signature](#)



On Fri, May 20th, 2022 at 1:04 PM, Christopher Hill
<christopher.hill@bcemanagement.com> wrote:

Hello [REDACTED],

Exhibit B

On Sat, Jul 9th, 2022 at 11:17 AM, [REDACTED] wrote:

there is no extension, we just got on with y'all. What the heck is going on? Can you please explain what you are talking about? We just signed our first agreement with y'all in May!

On Saturday, July 9, 2022 at 08:22:58 AM CDT, Chuck Dean <chuck@bluechip-energy.com> wrote:

Ok spoke with Engie, they will honor the same rate for the extension, I will revise it

Chuck Dean / Energy Manager

Blue Chip Energy /

Direct 713-314-3791

Email chuck.dean@bluechip-energy.com

Web www.bluechip-energy.com

Address 2 NRG Park Houston Suite 4B, TX 77054

On Jul 8, 2022, at 11:55 PM, [REDACTED]
wrote:

Not sure what you mean renewal documents? I just got on with y'all in May and that is not the agreed upon rate.

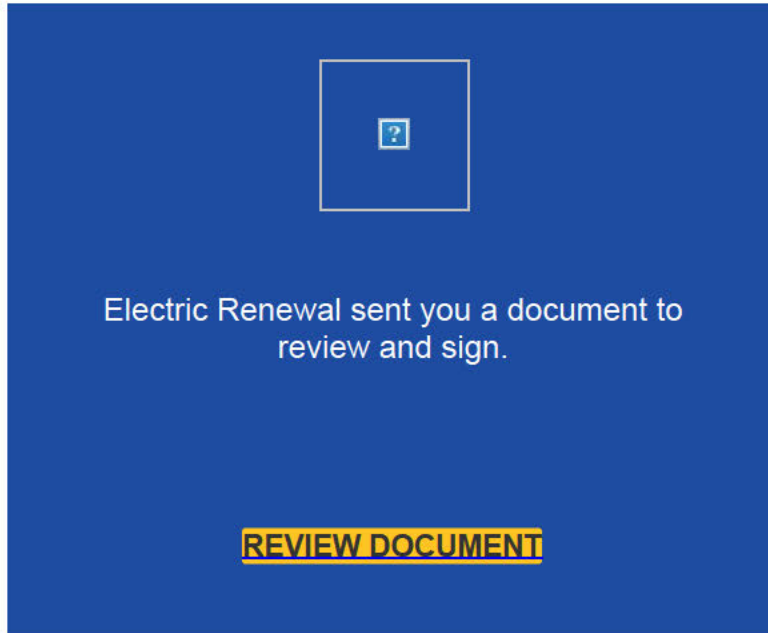
I'm really confused here as to what is going on?

[REDACTED]

[REDACTED]

[REDACTED]

On Friday, July 8, 2022 at 08:23:31 PM CDT, Electric Renewal via DocuSign <dse@docusign.net> wrote:



Electric Renewal

chuck@bluechip-energy.com

Please find attached your renewal documents,

please review information and sign and let me know if you have any questions.

Chuck Dean / Energy Manager
Blue Chip Energy /
Direct 713-314-3791
Email chuck.dean@bluechip-energy.com
Web www.bluechip-energy.com
Address 2 NRG Park Houston Suite 4B, TX 77054

[REDACTED]

[REDACTED]

From: Michael Rizk <energyrenewals@icloud.com>
Sent: Sunday, July 24, 2022 9:42 AM

[REDACTED]

USGE is very expensive let me look more for you give me 2 days. Yes it will be fixed all in no pass through

Sent from my iPhone

On Jul 22, 2022, at 8:30 AM, [REDACTED] wrote:

Hello Michael

In looking at this, this is not a renewal from our current supplier but a different supplier? Can you confirm that this one is an all in fixed contract and there is nothing passed through?

Best Regards

[REDACTED]

From: Michael Rizk <energyrenewals@icloud.com>
Sent: Thursday, July 21, 2022 3:52 PM

[REDACTED]
Subject: Re: Electric Renewal for [REDACTED]

Yea

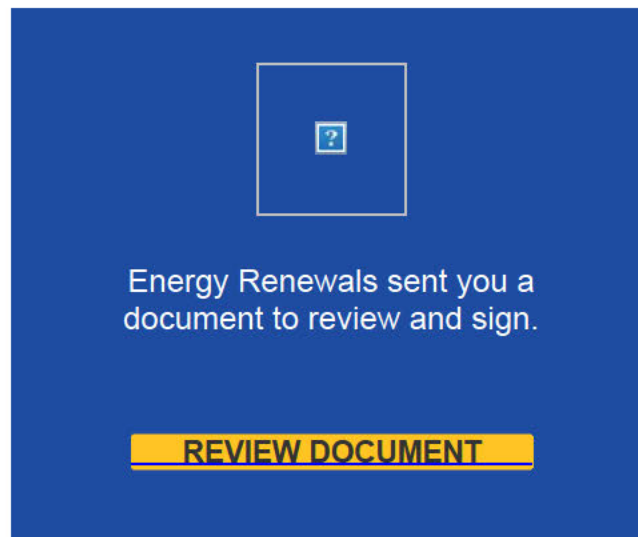
Sent from my iPhone

On Jul 21, 2022, at 5:18 PM, [REDACTED]
[REDACTED] wrote:

Hello
Is this the same fixed product that I am currently on or was before the renewal?

Sent from my iPhone

On Jul 21, 2022, at 8:37 AM, Energy Renewals via DocuSign <dse@docusign.net> wrote:



Energy Renewals
energyrenewals@icloud.com

Please find attached your renewal documents,
please review information and sign and let me know if you have any questions.

Customer Service & Retention
1200 Smith St., #600

Houston, TX 77002
1-800-976-9165
energyrenewals@icloud.com

Do Not Share This Email

This email contains a secure link to DocuSign. Please do not share this email, link, or access code with others.

Alternate Signing Method

Visit DocuSign.com, click 'Access Documents', and enter the security code:
EF9F820EF96248039C82EB207C9ED8DC1

About DocuSign

Sign documents electronically in just minutes. It's safe, secure, and legally binding. Whether you're in an office, at home, on-the-go -- or even across the globe -- DocuSign provides a professional trusted solution for Digital Transaction Management™.

Questions about the Document?

If you need to modify the document or have questions about the details in the document, please reach out to the sender by emailing them directly.

Stop receiving this email

[Report this email](#) or read more about [Declining to sign](#) and [Managing notifications](#).

If you are having trouble signing the document, please visit the [Help with Signing](#) page on our [Support Center](#).



[Download the DocuSign App](#)

This message was sent to you by Energy Renewals who is using the DocuSign Electronic Signature Service. If you would rather not receive email from this sender you may contact the sender with your request.